

**Terms and Conditions**

As we can accept your order and make it legally enforceable without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please email us at memorabledecorations2021@gmail.com.

1. **Application:**
2. These terms and conditions will apply to the purchase of services and goods by you (the **customer** or **you**).
3. Memorable Decorations LTD of Memorable Decorations LTD, Chengate House, 61 Pepper road, Hunslet, Ls10 2ruwith email address info@memorabledecorationsltd.co.uk; telephone number 0113 345 3223 (the **supplier** or **us** or **we**).
4. These are the terms on which we sell all services to you. By ordering any of the services, you agree to be bound by these terms and conditions.
5. **Interpretation:**
6. **Consumer** means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.
7. **Contract** means the legally binding agreement between you and us for the supply of services.
8. **Delivery** location means the supplier’s premises or other location where the services are to be supplied, as set out in the order.
9. **Goods** means any goods that we supply to you with the services, of the number and description as set out in the order.
10. **Order** means the customer’s order for the services from the supplier as set out.
11. **Services** means the services, including any goods, of the number and description set out in the order.
12. **Trader** means Memorable Decorations LTD as in the company providing the service(s).
13. **Payment plans options:**

We may offer you a payment plan for your order. This is not essential and is at the discretion of us as the trader. If we do not offer this option, please do ask as we may be able to offer this option if there is sufficient time between your order request date and your order completion requirement date.

The payment plan options are as below:

1. Weekly payment
2. Monthly payment
3. Full payment by invoice due date
4. **Event decorations and/or magic mirror non-refundable date confirmation fee:**

When you hire any event decorations and/or our magic mirror from us, there will be a date confirmation fee required to confirm your date. This fee is non-refundable and is taken from your total order value. This fee is also required for both items. If you hire one of the 2, then there will only be a requirement of a 1x date confirmation fee. If you hire both event decorations AND our magic mirror, then you will be required to pay 2x date confirmation fees to secure your date for both items.

The date confirmation fees are as follows;

1. For hire of 1 of the 2 items (event decorations OR magic mirror);
2. Weekly payment plan – date confirmation fee of £25 is required.
3. Monthly payment plan - date confirmation fee of £25 is required.
4. Full payment by invoice date - date confirmation fee of £50 is required.
5. For hire of both of the items (event decorations AND magic mirror);
6. Weekly payment plan – date confirmation fee of £50.
7. Monthly payment plan - date confirmation fee of £50.
8. Full payment plan - date confirmation fee of £100.

Just to confirm, these non-refundable date confirmation fees are taken from your total order value.

**Example 1** – If you choose 1 of the items (event decorations OR magic mirror) using the pay weekly or pay monthly options – total order value of £500, minus the non-refundable date confirmation fee of £25 leaves a remaining order value of £475 left to be settled.

**Example 2** – If you choose to hire both items (event decorations AND magic mirror) using the pay weekly or pay monthly options – total order value of £500, minus the non-refundable date confirmation fee (1x £25 fee for each item) of £50 leaves a remaining order value of £450 left to be settled.

**Example 3** – If you choose 1 of the items (event decorations OR magic mirror) using the full payment plan option – total order value of £500, minus the non-refundable date confirmation fee of £50 leaves a remaining order value of £450 left to be settled.

**Example 4** - If you choose to hire both items (event decorations AND magic mirror) using the full payment option – total order value of £500, minus the non-refundable date confirmation fee (1x £50 fee for each item) of £100 leaves a remaining order value of £400 left to be settled.

1. **Personalised goods (stationery, gifts and accessories) non-refundable deposit:**

When you purchase any personalised item from us, there will be a non-refundable deposit required to confirm your order. This fee is non-refundable and is taken from your total order value. This fee is required for EACH order. So, if you place an order on 8th March 2024 and then wish to “add” to that order, this will be classed as a new personalised goods order and a non-refundable deposit will be required for this addition.

The deposit fees are as follows;

1. Weekly payment plan – deposit fee of 25% (up to a maximum of £100 deposit value) is required.
2. Monthly payment plan - deposit fee of 25% (up to a maximum of £100 deposit value) is required.
3. Full payment by invoice date - deposit fee of 50% (up to a maximum of £150 deposit value) is required.

**Example 1** – Weekly or monthly payment options – total order value of £100, minus the non-refundable deposit fee of £25 (25% of the total order), leaves a remaining order value of £75 left to be settled.

**Example 2** - Weekly or monthly payment options – total order value of £500, minus the non-refundable deposit fee of £100 (25% of the total order, in this case, the maximum threshold as set out above of £100), leaves a remaining order value of £400 left to be settled.

**Example 3** – Full payment by invoice date – total order value of £100, minus the non-refundable deposit fee of £50 (50% of the total order), leaves a remaining order value of £50 left to be settled.

**Example 4** - Full payment by invoice date – total order value of £500, minus the non-refundable deposit fee of £150 (50% of the total order, in this case, the maximum threshold as set out above of £150), leaves a remaining order value of £350 left to be settled.

1. **How the payment plans will be calculated:**

Once you have chosen your payment plan option, we will then take the relevant date confirmation fee or deposit. This can be paid in person by card or cash or you can pay this via BACS using our bank details on the invoice your receive. We will then email you with the payment amounts required for the payment plan you have chosen. E.g. if you have chosen the weekly payment plan, we will deduct the date confirmation fee/deposit and tell you the remaining order value and inform you the weekly amount required to be paid. This will also apply to monthly payment plans.

If you choose the full payment plan, we will deduct that from your total order value and inform you of the remaining order value to be paid. The final payment due date will be on your invoice.

1. **Final payment due dates:**

Once the order has been confirmed and the payment plan selected has been confirmed, we will tell you the date that the final payment must reach us by.

1. The following dates apply for each type of payment plan;
2. Weekly payment for any item whether hire or purchase;

2 weeks prior to order requirement date.

1. Monthly payment for any item whether hire or purchase;

28 days prior to order requirement date.

1. Full payment for event decorations;

8 weeks prior to order requirement date.

1. Full payment for magic mirror;

4 weeks prior to order requirement date.

1. Full payment for personalised goods;

4 weeks prior to order requirement.

If your order falls below any of these time frames e.g. less than 8 weeks for event decorations or less than 4 weeks for magic mirror hire or personalised goods, then full payment will be required immediately.

We will not be able to set up any payment plans other than full payment if there is too little time as stated on the time frames above.

All weekly payment plans and monthly payment plans will be scheduled in line with the above policy at the trader’s discretion.

1. **How do I set up weekly or monthly payment plans:**

To set up either a weekly or monthly payment plan, you will need to set up a standing order via your bank using our bank details that are provided on every invoice that we send.

1. We will discuss with you what date to set the standing order for. The dates available for standing orders are as follows;
2. 1st of every month
3. 15th of every month
4. 30th of every month (28th of the month for February)
5. **Magic mirror and personalised goods refund policy:**

In the event you choose to cancel an order of the magic mirror hire and/or personalised goods, the below refund policies will apply. The trader will not refund any amount if the fault is not that of the trader. The cancellation request MUST be made before the completion of the order in the assigned timeframes below.

1. If you choose to cancel the hire of our magic mirror, then the following refund policy will apply (the refund amount does NOT include the non-refundable deposit, only any payments made after that);
2. 20.1+ weeks = 100%,
3. 16.1 -20 weeks = 75%,
4. 12.1 -16 weeks = 50%,
5. 8.1 -12 weeks = 25%,
6. 8 weeks or less = 0%.
7. If you choose to cancel the purchase of any personalised goods, then the following refund policy will apply (the refund amount does NOT include the non-refundable deposit, only any payments made after that);
8. 4.1+ weeks = 100%,
9. 4 weeks or less = 0%.
10. Please allow up to 14 working days for any refund to enter your account.
11. It is the responsibility of the customer to ensure that all tools are available for Memorable Decorations LTD to ensure that all items hired from the trader are used to the full extent as intended. If anything occurs on the day of the booking not under the control of the trader which causes the trader to not be able to use some hired items, there will be no offer of a refund from the trader as the trader has supplied all requested items and the ability to use all requested items has been reduced by someone other than Memorable Decorations LTD staff. This includes but is not limited to;
12. No power supply at the venue,
13. Lack of space at the venue,
14. Any other circumstance not the responsibility of Memorable Decorations LTD.
15. If items are requested by the customer that the trader does not supply which is fault of the trader, as long as evidence is provided whether that be writing or photographic or video evidence, an investigation will be conducted and if the claim by the customer is found to be true, then the refund of the items not supplied may be refunded by Memorable Decorations LTD.
16. If you choose to collect your items from the trader and you do not arrive at the designated day, date and time, then the first port of call will be to rearrange collection. The alternative option is for you to pay the trader fee to post the items. If you choose neither, then the trader withholds the right to refund any amounts for 2 reasons;
17. The goods are already personalised
18. You failed to collect as agreed with the trader and the rescheduled date that the trader offers is declined by the consumer and/or the consumer refuses to pay for postage.
19. **Other important information:**

All of our original T&C’s will apply for all other circumstances. E.g. refundable deposits will be required for event decorations as set in our original terms and conditions. Our original terms and conditions are available for download on our website [www.memorabledecorationsltd.co.uk](http://www.memorabledecorationsltd.co.uk).

The original T&C’s also cover our refund policy for any orders. If any personalised items are incorrect due to us the trader, then as stated in the other T&C’s available we will replace accordingly. If the mistake is the fault of the consumer, then us the trader hold no responsibility to replace or change the error. If you require the error to be changed, then you will need to reorder and pay in full for that item or items.

If you have any questions about the terms and conditions set out for our payment plan options, please contact us via memorabledecorations2021@gmail.com.